

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly, Steve Turner, James W. "Bill" Latimer, and Ben Harrison.  
Absent: None. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by James W. "Bill" Latimer and seconded by Gary Daly to approve the minutes of January 21 & 29, 2014.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by Gary Daly to approve the following claims

1/24/14	Check # 26868 - 26929	\$ 740,601.27
1/31/14	Check # 26930 - 27011	<u>\$ 868,849.11</u>
	TOTAL	\$1,609,450.38

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Ben Harrison to authorize the Chairman to execute the following resolution to enter into an agreement with the State of Alabama a new Kidney Van grant.

### RESOLUTION

**BE IT RESOLVED**, by the Limestone County Commission, Athens, Limestone County, Alabama, as follows:

1. That the Limestone County Commission enter into an agreement with the State of Alabama: acting by and through the Alabama Department of Transportation relating to specialized transportation with partial funding by the Federal Transit Administration, which agreement is before this Limestone County Commission;
2. That the agreement to be executed in the name of the Limestone County Commission, by the Chairman of the Limestone County Commission for and on its behalf:

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3. That such execution be attested by the County Administrator and the seal of the Limestone County Commission affixed thereto:

**BE IT FURTHER RESOLVED**, that upon completion of the execution of the agreement by all parties, a copy of such agreement be kept by the County Administrator in the minute book of the Limestone County Commission.

I, the undersigned Chairman, of the Limestone County Commission, Athens, Limestone, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Limestone County Commission at a regular meeting of such Commission held on the 3<sup>rd</sup> day of February, 2014, and that such resolution is of record in the Minute Book of the Limestone County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Limestone County Commission on this 3<sup>rd</sup> day of February, 2014.

\_\_\_\_\_  
(Title of Certifying Official)  
County Administrator

\_\_\_\_\_  
(Title of Chief Executive Officer)  
Chairman, Limestone County Commission

**AGREEMENT  
BETWEEN  
LIMESTONE COUNTY COMMISSION  
AND THE  
STATE OF ALABAMA**

**RELATIVE TO A PASS THROUGH OF FEDERAL FUNDS FOR  
SPECIALIZED TRANSPORTATION PROJECT FOR THE ELDERLY AND PERSONS  
WITH DISABILITIES TRANSPORTATION**

**PART ONE (1): INTRODUCTION**

**THIS AGREEMENT** made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as **STATE**; and the **Limestone County Commission**, hereinafter referred to as **AGENCY**; in cooperation with the USDOT, Federal Transit Administration, hereinafter referred to as USDOT; and

**WHEREAS**, the Application and Guidelines for Section 5310 funds relative to the service provided herein are made an express part of this agreement.

**WHEREAS**, it is in the public interest for the **STATE** and the **AGENCY** to cooperate in implementing specialized transportation projects; and

**WHEREAS**, the **STATE** is the designated recipient for certain USDOT capital, operating and administrative transportation funds; and

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**WHEREAS**, the **AGENCY** has been selected to be the local implementing Agency (operator) to provide the specialized transportation service and/or equipment and the management and operation thereof under the terms of this Agreement; and

**WHEREAS**, the **STATE** and the **AGENCY** develop capital grant applications, including the documents relating thereto, which were consolidated into a single program of projects and submitted to USDOT, and approved by it.

**NOW, THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

### **PART TWO (2): PROJECT PROVISIONS**

- A. Project Description:** The **AGENCY** will undertake a Section 5310 specialized transportation project hereinafter referred to as the "project" in which Limestone County is the project area of this agreement. The project will be accomplished or performed by the **AGENCY** in accordance with this Agreement and the requirements, provisions, terms, and conditions of the grant applications, including the documents relating thereto, developed by the **STATE** and the **AGENCY**. These applications, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. The agency shall use the project equipment at all times exclusively in conformity with the project description for as long as the equipment is needed for the project. It is understood by the **AGENCY** that failure to carry out the project in accordance with this Agreement, including the grant applications and documents related thereto, may result in the loss of federal funding for the project. This project will commence upon execution of this Agreement and written authorization to proceed from the **STATE**. Eligible costs incurred by the **AGENCY** subsequent to USDOT grant approval and prior to written authorization to proceed by the **STATE** may, solely at the discretion of the **STATE** if proper process and procedure have been used be reimbursed to the **AGENCY** under this Agreement.
- B. Project Funding:** It is expressly understood that federal funds for this project are being provided through the grant approved by USDOT as authorized under Section 5310 of the Federal Transit Act Amendments of 1991, and subsequent amendments, as applicable, and the **STATE** will not be liable for any funding. It is understood that any costs incurred by the **AGENCY** in administering this project which are determined to be ineligible for reimbursement by the USDOT will be borne by the **AGENCY** with no liability to the **STATE**.
- C. Term of Contract:** The period of performance of this Agreement shall cover the useful life of the project equipment unless amended in writing by the **STATE**.
- D. Regulations:** The **AGENCY** agrees to comply and become familiar with all state and federal laws, rules, regulations and procedures applicable to this Agreement. The **STATE**, upon request, will furnish to the **AGENCY** a copy of any and all

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such applicable state and federal laws, rules, regulations and procedures.

- E. Purchase of Project Capital Equipment:** The purchase of project equipment financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules regulations and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. No federal funds administered by ALDOT shall be used for purchases of vehicles or equipment by the **AGENCY** without the written consent of the **STATE**. The **STATE** will solicit bids and make awards for vehicles purchased pursuant to this Agreement and the **AGENCY** will transmit to the **STATE**, a certified check payable to the Alabama Department of Transportation for vehicle or equipment valid when given and when presented for payment for any required match or non-federal participating share of the bid price of the project equipment. The check will accompany the order form of the **AGENCY** for the project equipment. The federal share of the cost of the project will not exceed the amount indicated in the latest approved project budget. It is expressly understood that the entire cost of project vehicles and equipment in excess of the specified federal share will be borne by the **AGENCY** with no liability to the **STATE** or USDOT. The **AGENCY** recognizes and acknowledges that the **STATE** provides federal funding for this project keeping with the provisions of this Agreement, and that the **STATE** is responsible for protection of such funds so paid or invested. In order to better secure federal and state funding paid and invested by the **STATE**, the **AGENCY** does hereby grant and convey to the State of Alabama a lien on and against any and all vehicles and equipment purchased under this Agreement in an amount equal to any and all funds paid by the **STATE** from Federal funding, toward the respective purchase of any and all vehicles and equipment under this agreement.
- F. Use of Equipment:** All project vehicles and equipment will be at all times used for providing specialized transportation services for the elderly and persons with disabilities within the project area described in this Agreement, including the approved grant applications and related documents, for the duration of the project. If, during such period, project equipment is not used in this manner or is withdrawn from transportation service, the **AGENCY** will immediately notify the **STATE** and the project equipment will be disposed of by the **STATE** or reassigned in accordance with federal regulations and as directed by the **STATE**. The provisions of this Agreement and the provisions of Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," will govern all project property, utilization and disposition. During the period of project performance under this Agreement, the **AGENCY** will maintain the project equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. The **STATE** and the USDOT will have the right to conduct periodic inspections of project facilities, equipment, and project areas and premises for the purpose of confirming proper maintenance pursuant to these regulations.

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- G. Non-Expendable Purchases:** The purchase of all non-expendable items over three thousand dollars (\$3,000.00) must be requested in advance by the **AGENCY**, and approved in writing by the **STATE** to be eligible for reimbursement.
- H. Lease of Project Vehicles:** Any agreement made by the **AGENCY** for lease of a vehicle or vehicles will be subject to written approval of the **STATE**. When vehicles are leased from private enterprise, the lease will contain a provision for applying a portion of the lease cost toward the purchase price in the event the vehicles are purchased at a later date. All vehicle leases will be subject to applicable bidding requirements of Federal and State of Alabama law.
- I. Insurance:** The **AGENCY** will have insurance coverage adequate to protect the project vehicles, facilities, and equipment. In addition, the **AGENCY** will have adequate public liability insurance coverage with limits for bodily injury not less than \$100,000.00 to any one person and not less than \$300,000.00 for any one accident and property damage of not less than \$50,000.00, which insurance will be in effect at all times during performance of this project. Documentation acceptable to the **STATE**, that the above-required insurance has been secured will be submitted to the **STATE**. Proof of insurance must also be provided to the **STATE** by the **AGENCY** prior to removal by the **AGENCY** of the vehicle from state property. All insurance shall be by companies authorized to do business in Alabama. The **AGENCY** shall also carry Workmen's Compensation coverage. The **AGENCY** will comply with any and all insurance requirements, which are imposed or required by the Alabama Public Service Commission in keeping with its authority, and such requirements as are imposed by the laws of the State of Alabama.
- J. Licensing:** The **AGENCY**, in providing services under this Agreement, will comply with all state licensing standards and any other standards provisions applicable to this Agreement or which might be applicable to its operations under this Agreement.
- K. Motor Vehicle Safety Standards:** The **AGENCY** agrees to comply with, and assures its third party contractor(s) will comply with, the U.S. Federal Motor Carrier Safety Administration (FMCSA) regulations, as applicable.
- L. Contracts Under This Agreement:** The **AGENCY** will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written concurrence of the **STATE**.

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- M. Audit and Inspection:** The **AGENCY** will permit the **STATE**, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives access, to inspect, at any time, any and all vehicles, facilities and equipment utilized or used in performance of the project; records of all transportation services rendered by the **AGENCY** in the use of such vehicles, facilities and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The **AGENCY** will also permit the entities listed above to audit the records and accounts of the **AGENCY** pertaining to the project at any and all times, and the **AGENCY** will give its full cooperation to the **STATE**. Furthermore, the responsibility for auditing certain public entities, agencies and organizations is vested in the Department of Examiners of Public Accounts under the Laws of the State of Alabama. If the **AGENCY** is not subject to audit by the Department of Examiners of Public Accounts, the **AGENCY** does hereby agree that the **STATE** may, solely at the discretion of the **STATE**, request an audit of the **AGENCY** by the Department of Examiners of Public Accounts or another auditor at further discretion of the **STATE**, and that the **AGENCY** will fully cooperate with said audit. The **AGENCY** will ensure that the **STATE** is forwarded a copy of the audit within thirty (30) days of receiving the audit report or nine (9) months after the end of the audit period. Failure to do so may result in the suspension of payment to the **AGENCY**.
- N. Audit Requirements:** The **AGENCY** will comply with all audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133. In addition, the **AGENCY** should submit to the **STATE**, along with its annual audit report, a letter from its CPA setting out audit findings whether material or immaterial, noted in this report. If there were no findings other than those noted in the audit report the CPA should issue a letter stating such. Furthermore, the **AGENCY** will maintain on file, within its office, a letter from its CPA stating the results of its peer review, whether favorable or unfavorable, as required by Government Auditing Standards (also known as the "Yellow Book"). As required by Legislative Act # 94-414, the Examiner's of Public Accounts shall be the repository of audit reports for entities receiving public funds. The **AGENCY** shall provide a copy of its audit to **STATE** when completed.
- O. Equipment Management:** The **AGENCY** will comply with management standards specified in the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"(49 CFR Part 18.32) in the control, use, and disposition of equipment acquired under this grant. Equipment management will also include the following:
1. Maintain equipment records that include a description of the equipment; a serial or other identification number; the source of the equipment; the acquisition date and cost of the equipment; percentage of federal and local participation in the cost of the equipment; the location, use and condition of the equipment; repairs and maintenance to equipment; and ultimate disposition data including the date of disposal and sale price.

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2. An annual physical inventory to validate the inventory with records described in the preceding paragraph.
3. Develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage or theft shall be investigated.
4. Develop and follow procedures to keep the equipment maintained and in good condition. At a minimum, the **AGENCY** shall follow the vehicle maintenance schedule recommended by the manufacturer, showing the date the maintenance was performed. Maintenance records shall be provided to the **STATE** upon request.
5. When original or replacement equipment acquired under a grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal or state agency, the **AGENCY** shall contact the **STATE** to request authority to dispose of the equipment, and the **STATE** shall issue disposition instructions.

### **P. Records and Reports:**

1. **Establishment and Maintenance of Accounting Records.** The **AGENCY** will establish and maintain, in accordance with requirements established by the **STATE**, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the **STATE** as determined by the Alabama Department of Transportation's External Audit Manager.
2. **Documentation of Project Cost.** All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the **STATE**.
3. **Checks, Orders and Vouchers.** All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
4. **Reports.** The **AGENCY** will report to the **STATE** the progress of the project in such a manner as the **STATE** may require. The **AGENCY** will also submit to the **STATE**, at the beginning of each fiscal year, certification in form and detail acceptable to the **STATE**, that the project equipment is still being used in accordance with the terms of this Agreement. The **AGENCY** will also provide to the **STATE** any information requested by the **STATE** regarding the project.
5. **Financial Statements.** The **AGENCY** will submit to the **STATE**, at such time as the **STATE** may require, such financial statements, data, records, contracts and other documents related to the project as may be requested by the **STATE**.

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6. **Right of Access to Records.** The **STATE** will have full access to and right to examine all project records at all times, and all records of any nature which in any manner relate to the project or to this agreement in any way.
    - a. The **AGENCY** agrees to require its third party contractor(s) and third party subcontractor(s), at as many tiers as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, the **STATE**, or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. §5325(g). The **AGENCY** further agrees to require its third party contractors and third party subcontractors to provide sufficient access to third party procurement records as needed for compliance with federal regulations or to assure proper project management as determined by FTA.
    - b. The **AGENCY** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  7. **Retention of Records.** The **AGENCY** will retain all books, records, and other documents relative to this Agreement for three (3) years after project termination or close out or as otherwise required, and the **STATE**, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and the right to examine any of said materials at all reasonable times during said period.
- Q. Prompt Payment Requirement:** The **AGENCY** will comply with 49 C.F.R. Part 26.29 in regards to prompt payment mechanisms and retainage payment. The **AGENCY** is required to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment made to the **AGENCY**. The **AGENCY** must pay the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

### PART THREE (3): GENERAL PROVISIONS

- A. Agency to Indemnify:** To the fullest extent permitted by law, the **AGENCY** shall defend, indemnify, and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, employees in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, or any damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, caused or as a result of in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts or omissions,



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or the deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement or by negligent acts or omissions of the **AGENCY**, anyone directly or indirectly employed by the **AGENCY** or anyone for whose acts **AGENCY** may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the **AGENCY** to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

- B. Permission to Start Work:** The **AGENCY** will not proceed with the project work until the **STATE** gives written authorization for the **AGENCY** to proceed.
- C. Termination:** In the event the **AGENCY** fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the **AGENCY** under this Agreement. Any such default or defaults not corrected by the **AGENCY** within thirty (30) days following receipt of written notice from the **STATE** by certified or registered mail of such default or defaults, will be deemed a breach by the **AGENCY** of this Agreement, and the **STATE** may terminate this Agreement. A waiver by the **STATE** of a default or defaults by the **AGENCY** will not constitute a waiver of subsequent default or defaults by the **AGENCY**. In addition, if the grant from USDOT is terminated by USDOT the **STATE** will have the right to terminate this Agreement by giving ten (10) days written notice of termination. This notice will be mailed by certified or registered mail. Unless otherwise terminated as herein provided, this Agreement will terminate upon expiration of the useful life of the project equipment.
- D. Performance:** The **AGENCY** will commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner.
- E. Civil Rights:** During the performance of this AGREEMENT, the **AGENCY** agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:
  - (1) Nondiscrimination in Federal Transit Programs — The **AGENCY** agrees to comply, and assures the compliance of each third party contractor at any tier under the Project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibit discrimination in employment or business opportunity.
  - (2) Nondiscrimination — Title VI — The **AGENCY** agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all requirements under Title VI of the Civil Rights Act of 1964, as amended. These requirements provide that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the

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benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- (3) Equal Employment Opportunity — The **AGENCY** agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000e), and 49 U.S.C. 5332 and any implementing requirements FTA may issue.
- (4) Nondiscrimination on the Basis of Sex — The **AGENCY** agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. 1681 et seq.), with implementing DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, and with any implementing directives that DOT or FTA may promulgate, which prohibit discrimination on the basis of sex.
- (5) Nondiscrimination on the Basis of Age — The **AGENCY** agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), and implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
- (6) Nondiscrimination on the Basis of Disability — The **AGENCY** agrees to comply, and assures the compliance of each third party contractor at any tier of the Project, with the provisions of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended, and all other applicable federal regulations relating hereto, issued by the USDOT.
- (7) Disadvantaged Business Enterprise Requirements - The **AGENCY** agrees and assures that it shall not discriminate on the basis of race, color, sex, national origin or disability in the award and performance of any third party contract or subagreement supported with Federal assistance derived from USDOT or in the administration of its DBE program and will comply with the requirements of 49 CFR part 26. Failure of the **AGENCY** to comply under the terms of this agreement, or failure of its contractor(s) at any tier to carry out the DBE requirements of this agreement shall constitute a breach of contract, and may result in termination of the contract by the **STATE**, or other remedies may be undertaken by the **STATE** as it deems appropriate.
- (8) The **AGENCY** agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**F. Americans with Disabilities Act:** The **AGENCY** will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA) which mandates equal opportunity in employment, transportation, telecommunications, and places of public accommodation for individuals with disabilities.

**G. Activities Not Involving Construction:** The **AGENCY** agrees to comply, and assures that each third party contractor will comply, with the following federal laws and regulations providing Wage and Hour protections for nonconstruction employees: 1) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40

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U.S.C. 3701 *et seq.*, and 2) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

- H. Prohibited Interest:** No member, officer, or employee of the **AGENCY** during his tenure or for two (2) years thereafter will have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- I. Project Administration:** The **AGENCY** will abide by, conform to, and comply with all provisions of Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments," in performance of this contract.
- J. Disputes with Private Enterprise Providers of Transportation:** The **AGENCY** will establish a process by which private providers may have disputes or conflicts arising out of the performance of this project properly heard and settled. This process will be submitted to the **STATE** within thirty (30) days from the notice to proceed with the project.
- K. Charter Provisions:** Charter services provided by the **AGENCY** will be in compliance with USDOT charter regulations and must have prior written approval of the **STATE**.
- L. School Bus Provisions:** The **AGENCY** nor any third party contractor that is participating in its Project will engage in school transportation service exclusively for the transportation of students or school personnel in competition with private school transportation operators, except as permitted under:
  - (1) Federal transit law, specifically 49 U.S.C. § 5323(f) or (g),
  - (2) FTA regulations, "School bus Operations," 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. § 5323(f) or (g),
  - (3) Any other federal "School Operations" regulations, or
  - (4) Federal directives, except as FTA determines otherwise in writing.
- M. Dispute Resolution:** Any dispute concerning a question of fact in connection with the work not disposed of or settled by agreement between the **AGENCY** and the **STATE** will be referred to the Director of the State of Alabama Department of Transportation, whose decision thereon will be final. For any and all disputes arising under the terms of this agreement, the parties agree, to comply with the recommendations of the Governor and the State Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but limited to, mediation by and through the State Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

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- N. **Buy America:** The **AGENCY** will comply with all applicable Buy America Requirements as referenced in Section 1048 of the Federal Transit Act Amendments of 1991 and subsequent legislation.
- O. **Other Applicable Regulations:** The **AGENCY** will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 United States Code 1857(h)], Section 508 of the Clean Water Act (33 United State Code 1368), Executive Order 11738, Environmental Protection Agency regulations (40 Code of Federal Regulations 15).
- P. **Restrictions on Lobbying:** The **AGENCY** will comply with all applicable restrictions on Lobbying as referenced in 49 C.F.R. Part 20. The **AGENCY** agrees that no federal financial assistance may be used to influence any Member of Congress or an officer or employee of any agency in connection with the making of any federal contract, grant, or cooperative agreement.
- Q. **Out-of-State Travel:** All out-of-state travel (travel outside Alabama) costs under this project must be requested in advance by the **AGENCY** on the correct state travel request form, and approved in writing by the **STATE** to be eligible for reimbursement.
- R. **In-State Travel:** All in-state travel costs incurred under this project will be subject to the per diem policies of the State of Alabama. These policies are revised periodically and thusly will reflect revised per diem rates.
- S. **Subcontractors:** The **AGENCY** will not enter into any subcontract which utilizes USDOT funds or USDOT funded equipment without prior written consent of the **STATE** and will include in all subcontractors entered into pursuant to this Agreement all of the above clauses as required by the **STATE**.
- T. **Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- U. **Drug and Alcohol Testing:** The **AGENCY** is not subject to FTA's Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's License (CDLs) (49 C.F.R. part 382). Section 5310 subrecipients that also receive funding under Sections 5307 or 5311 should include any employees funded under the Section 5310 project in their testing program.
- V. **Drug-Free Workplace Act of 1988:** The **AGENCY** assures the **STATE** that it publishes a statement notifying employees of the policies in support of a drug-free workplace; and establishes an ongoing drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The **AGENCY's** policy of maintaining a drug-free workplace;

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3. Any available drug counseling, rehabilitation, and employee assistance programs, and
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- W. Privacy Act:** The **AGENCY** shall comply with the Privacy Act of 1974 (5 U.S.C. Section 552a) and the rules and regulations issued pursuant to the Act when the performance of this Agreement involves activities associated with maintaining a system of records on individuals to be operated by the **AGENCY**, its contractors or employees to accomplish a Government function. The **AGENCY** shall include this Privacy Act notification in every approved subcontract for the same purpose.
- X. Program Fraud and False of Fraudulent Statements and Related Acts:** The **AGENCY** acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government in connection with the Project, the Federal Government reserves the right to impose on the **AGENCY** the penalties of 18 U.S.C. § 1001, 31 U.S.C. §§ 3801 et seq., and 49 U.S.C. § 5307 (n)(1), as the Federal Government may deem appropriate. The terms of U.S. D.O.T. regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to this project.
- Y. Suspension And Debarment:** The terms of the U.S. DOT regulation, "Suspension and Debarment of Participants in DOT Financial Assistance Programs," set forth in Executive Order 12549 and implemented by 49 CFR Part 29, are applicable to this grant agreement. Furthermore, any contractor employed by the **AGENCY** is also bound by the terms of 49 CFR Part 29 and must complete a Lower Tier Participant Certification. The **AGENCY** warrants the debarment certification furnished as part of the application is current and valid.
- Z. Energy Conservation:** The **AGENCY** agrees to comply with the mandatory standards and policies relation to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- AA. Liquidated Damages Provision:** The **AGENCY** may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages shall be at a specific rate per day for each day or overrun in contract time; and the rate must be specific in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.
- BB. Funds Shall Not Be Constituted As A Debt:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

provision of this agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the agreement shall be deemed null and void.

### **CC. Termination Due To Insufficient Funds:**

1. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
2. In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

**DD. Federal Changes:** The **AGENCY** shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The **AGENCY's** failure to comply shall constitute a material breach of this contract.

### **EE. No Federal Government Obligations to Third Parties by Use of a Disclaimer:**

1. The **AGENCY** acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The **AGENCY** agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**FF. Incorporation of Federal Transit Administration (FTA) Terms:** All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1 F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The **AGENCY** shall not perform any act, fail to perform any act, or refuse to comply with any **STATE** or Federal requests which would cause the **STATE** to be in violation of the FTA terms and Conditions.

**GG.** By entering into this agreement, the **AGENCY** is not an agent of the STATE, its officers, employees, agents or assigns. The **AGENCY** is an independent entity from the STATE and nothing in this agreement creates an agency relationship

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

between the parties.

**HH.** By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Steve Turner to authorize the Chairman to execute the following contract with TARCOG to administer the CDBG Grant for the East Limestone Senior Center.

### **TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS AND THE LIMESTONE COUNTY COMMISSION**

#### **CONTRACT FOR PROFESSIONAL SERVICES Community Development Block Grant Project # CY-CE-PF-12-002 East Limestone Senior Center**

#### **PART I — AGREEMENT**

This Contract for Professional Services, to be initiated May 31, 2013, is by and between The Limestone County Commission, herein called the "COMMISSION", acting herein through its Chairman, Stanley Meneff, hereunto duly authorized, and the Top of Alabama Regional Council of Governments, a corporation organized under the laws of the State of Alabama (hereinafter called "TARCOG"), acting herein through Nancy Robertson, its Executive Director, hereunto duly authorized;

#### **WITNESSETH THAT:**

WHEREAS, the Commission has entered into an agreement with the State of Alabama, Department of Economic and Community Affairs (ADECA) for the implementation of a CDBG-ED Grant to upgrade Industrial Park Infrastructure to promote and enhance the economic health and welfare of its citizens, pursuant to provisions and intents of Title I of the Housing and Community Development Act of 1977; and,

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

WHEREAS, the Commission desires to engage TARCOG to render certain technical assistance services in connection with said CDBG Grant program.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of TARCOG: The Commission hereby agrees to engage TARCOG, and TARCOG hereby agrees to perform the following Scope of Services.
2. Scope of Services: TARCOG shall, in a satisfactory and proper manner, perform the following services:
  - A. Prepare and/or update/maintain required Letter of Conditional Commitment (LCC) exhibits/submittals and State/HUD Required Review Record for all related activities. These responsibilities shall include: 1) making a recommendation to the local governing body as to a finding of the level of Environmental Impact; 2) preparation of all required public notices; 3) Document preparation for securing the Request for Release of Funds, and acquiring adequate documentation.
    - 1) For activities that are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For projects where preparation of an Environmental Review Record (ERR) with a finding of No significant Impact (FONSI) is appropriate, TARCOG shall prepare the statement as a part of the contracted services. For projects where SHPO requires a "Cultural Assessment", TARCOG will assist in procuring qualified agency/person, but associated Assessment costs are not included in the Agency services.
    - 2) For activities that are exempt and/or categorically excluded from Environmental Assessment, TARCOG shall prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Such tasks shall also include compliance with notification requirements of historic preservation, flood plains and wetlands, and other applicable authorities.
    - 3) In the event an Impact Statement is required, TARCOG shall assist in the selection of/and or coordinate the activity with/among the Commission's chosen environmental consultant(s), but the cost of preparing an Impact Statement, is not included in the Agency services.
  - B. Establish project files in local government office. These must demonstrate compliance with all applicable federal, state and local regulations, including public notification of fiscal beneficiary. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the Commission's files.



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- C. Prepare and/or assist, if applicable, in the preparation of requests for Statements of Qualifications, Requests for Proposals for Professional Services, and/or bid documents and/or supervise any required bidding process consistent with state and federal regulations. Required construction and/or materials procurement bids will be done in coordination with the consulting engineer and/or appropriate Commission purchasing units where local procurements are made.
- D. Ensure that the Commission has an acceptable financial management system as it pertains to finances of the HUD/CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principles of accounting and current ADECA policy letters and guidelines.
- E. Coordinate with the Commission and assist in the preparation of Requests for draw-downs and financial status/monitoring to ensure consistency with the State/HUD accounting procedures established for the CDBG program.
- F. Assist Commission in complying with regulations governing land acquisition (real property, easements, rights-of-way, donation of property, etc.).
- G. Assist in the preparation of construction contracts which comply with federal regulations. This will be done in coordination with the consulting/project engineer and/or other Commission designated professional/project supervisor.
- H. Obtain and/or verify determination of contractor and/or subcontractor licensure and eligibility from the State, and/or, federally debarred status, as required. This will be done in coordination with the consulting/project engineer/architect.
- I. Perform/act as CDBG Program Labor Standards Officer. Functions include those listed below (where applicable by project)
  - 1. Obtaining/verification of proper Davis-Bacon wage decision for the project (w/Engineer/Architect).
  - 2. Conducting/verifying the 10-day pre-bid DB wage Rate check.
  - 3. Conduct pre-construction conference review of labor rules (notify State of Conference)
  - 4. Facilitate posting Davis-Bacon job/wage information at the project job site.
  - 5. Reviewing authorization to supervise payrolls. Checking payrolls (prime & subcontractor(s)) weekly to ensure the correct classifications and pay rates are used, & verify calculations.
  - 6. Ensuring "Other" deductions are itemized, authorized, & documented.
  - 7. Requesting any additional Necessary Wage classifications (HUD Form 4230A.)
  - 8. Verify any apprentice status (enrollment in an approved apprenticeship training program.)
  - 9. Writing and sending correspondence to ensure timely submittal of payrolls.

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10. Document any payroll errors and/or compliance violations and resolutions.
  11. Document & ensure any necessary payroll corrections are made.
  12. Notifying ADECA in the event of employee underpayment.
  13. Ensure any needed restitution is paid and Certified Corrected Payrolls are accurate.
  14. Conducting HUD interviews at the project job site.
  15. Completing the Final Wage Compliance report.
- J. Provide, if required, documentation and record support for any project in-kind labor and/or material elements. This shall include, but not be limited to; obtaining any required equipment rates and their certification, as well as documentation of project labor and equipment hours to meet CDBG requirements under Attachment F.
- K. Make progress reports and certify partial payment requests. This will be done in consultation with the Commission's designated Grant Officer/Clerk and the Commission's engineering/construction firms designated contact person, and shall include the acquisition of a Project File of Digital pictures of project status/progress.
- L. Monitor and provide any required reports on Project associated required compliance with Equal Opportunity and Labor Standard provisions. This will be done in coordination with the consulting/project engineer
- M. Monitor ongoing project activities. This shall include regular monitoring and any required updates of items A - K above, as well as the preparation of and processing/submittal of any project cost/scope change required local or formal Grant Amendments and/or any associated and/or required public hearings.
- N. Make a final project assessment and issue a final Certificate of Payment. This will be done in coordination with the Commission's chief elected official or designated Grants Officer/Clerk and the engineering/architectural firm's designated project contact persons.
- O. Conduct a final public hearing as per CDBG guidelines. This shall include a summary of all grant beneficiaries and the approximate value of their compensation.
- P. Prepare closeout documents to include Program Completion Report and Certificate of Completion. Task will include final inspection, payments, verification of contractor completion advertisement, and certification and any wage rate issue statements. The Chief elected official or his/her representative and the project engineer/architect shall also be agents in this process.

Services in each of the above work areas shall be performed under and at the direction of the Commission's Chief Elected Official or his/her designated representative(s); and TARCOG shall perform/assist in any of the above listed services as needed.

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

3. Time of Performance: The services of TARCOG shall commence upon the signatory date herein and be provided on a per-day basis as needed and/or requested by the Chief Elected Official or his/her representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Contract. In any event, unless otherwise amended, all of the services required and performed hereunder including final monitoring and certifications and closeout shall be completed no later than June 30, 2014 with the provision that said Contract may be automatically extended, at no cost, until all final CDBG related Project closeout activities (closeout status: All But Final Audit) are completed.
4. Access to Information: It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above, shall be furnished to TARCOG by the Commission and its agencies. No charge will be made to TARCOG for such information and the Commission and its agencies will cooperate with TARCOG in every way possible to facilitate the performance of the work described in this Contract.
5. Compensation and Method of Payment: The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) for all services required. It is understood that said sum shall be provided to TARCOG, through the Commission, from the local/Commission funds. All contract work will be performed on a time and materials basis. TARCOG time for staff will be provided at their respective rate of compensation. TARCOG shall submit quarterly invoices to the Commission for payment. These invoices shall summarize by line item the expense incurred against this project. Unless there is a discrepancy or issue of performance, the Commission will make payment to TARCOG within thirty (30) days after the receipt of each invoice. TARCOG agrees to keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to the performance of contract work. Such records shall be kept in the offices of TARCOG and shall be made available to the Commission for inspection and/or copying, upon request.
6. Ownership of Documents: All documents, including original drawings, estimates, specifications, field notes and data are the property of the Commission. TARCOG may retain reproducible copies of drawings and other documents.
7. Professional Liability: TARCOG shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies, and reports and in the designation of particular materials for the project covered by this Contract.

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

8. Indemnification: TARCOG shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of TARCOG, and shall exonerate, indemnify and hold harmless the Commission, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under Social Security, Workers' Compensation, and Income Tax laws. Further, TARCOG shall exonerate, indemnify and hold harmless the Commission with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by TARCOG. This shall not be construed as a limitation of TARCOG's liability under the Contract or as otherwise provided by law.
9. Terms and Conditions: This Contract is subject to the provisions titled, "Part II-Terms and Conditions" attached hereto and incorporated by reference herein
10. Addresses of Notices and Communications:

Stanley Menefee, Chairman Limestone County Commission 310 W. Washington Street Athens, AL 35611	Nancy Robertson, Executive Director TARCOG 5075 Research Drive, NW Huntsville, AL 35805-5912
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11. Captions: Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.
12. Authorization: This Contract is authorized by Resolution, a copy of which is attached hereto and made a part hereof.

Hereunto Signed and Attested

Limestone County Commission

Top of Alabama Regional  
Council of Governments

\_\_\_\_\_  
Stanley Menefee, Chairman

\_\_\_\_\_  
Mike Kirkland, President

ATTEST:

ATTEST:

\_\_\_\_\_  
Pam Ball, County Administrator

\_\_\_\_\_  
Nancy Robertson, Executive Director

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

### PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause: If, through any cause, TARCOG shall fail to fulfill in a timely and proper manner, its obligations under this Contract, or if TARCOG shall violate any of the covenants, agreements or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to TARCOG of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by TARCOG under this Contract shall, at the option of the Commission, become its property and TARCOG be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, TARCOG shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of the Contract by TARCOG, and the Commission may withhold any payments to TARCOG for the purpose of set-off until such time as the exact amount of damages due the Commission from TARCOG is determined.

2. Termination for Convenience of the Commission: The Commission may terminate this Contract at any time by giving at least ten (10) days notice in writing to TARCOG. If the Contract is terminated by the Commission as provided herein, TARCOG will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of TARCOG, paragraph 1 hereof relative to termination shall apply.
3. Changes: The Commission may, from time to time, request changes in the Scope of Services of TARCOG to be performed hereunder. Such changes, including any increase or decrease in the amount of TARCOG's compensation, which are mutually agreed upon by and between the Commission and TARCOG, shall be incorporated in written amendments to this Contract.
4. Personnel:
  - A. TARCOG represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Commission.
  - B. All the services required hereunder will be performed by TARCOG or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
  - C. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the Commission. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

5. Assignability: TARCOG shall not assign any interest on this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission thereto provided, however, that claims for money by TARCOG from the Commission under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment/transfer shall be furnished promptly to the Commission.
6. Reports and Information: TARCOG, at such time and in such forms as the Commission may require, shall furnish the Commission such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by TARCOG under this Contract are confidential and TARCOG agrees that they shall not be made available to individuals or organizations without the prior written approval of the Commission.
8. Copyright: No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of TARCOG.
9. Compliance with Local Laws: TARCOG shall comply with all applicable laws, ordinances, and codes of the state and local governments, and TARCOG shall hold the Commission harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.
10. Access to Records: TARCOG shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Commission to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Commission or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Commission.
11. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
12. Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall, on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

discrimination under any program or activity funded in whole or in part with funds made available under this title.

### 13. Conflict of Interest Clauses:

- A. Interest of Members of the Commission: No member of the governing body of the and no other officer, employee, or agent of the Commission who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and TARCOG shall take appropriate steps to assure compliance.
- B. Interest of Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and TARCOG shall take appropriate steps in assure compliance.
- C. Interest of TARCOG and Employees: TARCOG covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. TARCOG further covenants that in the performance of this Contract, no person having any such interest shall be employed.

### **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities**

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issues thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. TARCOG will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers'

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. TARCOG will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. TARCOG will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

### **Executive Order 11246, Section 202: Equal Opportunity Clause (Contracts above \$10,000)**

During the performance of this Contract, TARCOG agrees as follows:

- A. TARCOG will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. TARCOG will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. TARCOG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provision of this non-discrimination clause.
- B. TARCOG will, in all solicitation of advertisements for employees placed by or on behalf of TARCOG, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.



## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

- C. TARCOG will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. TARCOG will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. TARCOG will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Grantee and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of TARCOG's non-compliance with the non-compliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and TARCOG may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 or by rule, regulation or order to the Secretary of Labor, or as otherwise provided by law.
- G. TARCOG will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 so that such provisions will be binding upon each subcontractor or vendor. TARCOG will take such action with respect to any subcontract or purchase order as the Grantee may direct as a means of enforcing such provisions including-t' sanctions for non-compliance, provided, however, that in the event TARCOG becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction of the Grantee, TARCOG may request the United States to enter such litigation to protect the interests of the United States.

### **Section 3 Plan Format (For contracts \$10,000 and above)**

The Top of Alabama Regional Council of Governments agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses within the Commission:

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

- B. To attempt to recruit form within the locality the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Home City Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from and source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate projects area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

TARCOG will incorporate foregoing requirements in all subcontracts.

As officers and representatives of the Top of Alabama Regional Council of Governments, we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a part to the full implementation of this program.

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Nancy Robertson, Executive Director

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

### **Rehabilitation Act of 1973, Section 504 Handicapped Affirmative Action for Handicapped Workers**

- A. TARCOG will not discriminate against any employees or applicants for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. TARCOG agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. TARCOG agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of TARCOG's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. TARCOG agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state TARCOG's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. TARCOG will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that TARCOG is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. TARCOG will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. TARCOG will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for non-compliance.

### **Section 402 Veterans of the Vietnam Era Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era**

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

1. TARCOG will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam Era in regard to any position for which the employee or applicant for employment is qualified. TARCOG agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on their disability or veteran status in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. TARCOG agrees that all suitable employment openings of TARCOG's which exist at the time of the execution of this Contract and those occurring during the performance of this Contract, including those not generated by this Contract and those occurring at an establishment of TARCOG other than the one wherein the Contract is being performed, but excluding independently operated corporate affiliates, shall be listed at an appropriate local office of the State Employment Service system wherein the opening occurs. TARCOG further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
3. State and local government agencies holding federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State Employment Service, but are not required to provide those reports set forth in paragraphs 4 and 5. Listing of employment openings with the Employment Service System pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and noting herein is intended to relieve TARCOG from any requirements in Executive Order or regulations regarding nondiscrimination in employment.
4. The reports required in paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where TARCOG has more than one hiring location in a State, with the central office of that State Employment Service. Such reports shall indicate for each hiring location:
  1. The number of individuals hired during the reporting period,
  2. The number of non-disabled veterans of the Vietnam era hired,
  3. The number of disabled veterans of the Vietnam era hired, and
  4. The total number of disabled veterans hired.

The report should include covered veterans hired for on-the-job training under 38 U.S. C. 1787. TARCOG shall submit a report within 30 days after the end of each

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever TARCOG becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as TARCOG is contractually bound to these provisions and has so advised the state system, there is no need to advise the state system of subsequent contracts. TARCOG may advise the state system when it is no longer bound by the contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filed outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
7. The provisions of paragraphs 2, 3, 4, and 5 of this clause do not apply to openings which TARCOG proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause:
  - A. "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which TARCOG proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

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- B. "Appropriate office of the State Employment Service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
  - C. "Openings which TARCOG proposes to fill from within its own organization" means employment openings for which no consideration will be given to persons outside TARCOG's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings with TARCOG proposed to fill from regularly established "recall" lists.
  - D. "Openings which TARCOG proposes to fill pursuant to a customary and traditional employer-union hiring arrangements" means employment openings which TARCOG proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between TARCOG and representatives of its employees.
9. TARCOG agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of TARCOG's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

TARCOG agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state TARCOG's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era for employment, and the rights of applicants and employees.

TARCOG will notify each labor union or representative of workers with which is has a collective bargaining agreement or other contract understanding, that TARCOG is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified veterans and veterans of the Vietnam Era.

TARCOG will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. TARCOG will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

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### **Age Discrimination Act of 1975 (For contracts over \$2,000)**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

### **Beason Hammon Act Compliance**

By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **RESOLUTION**

### **FY 2012 COMMUNITY DEVELOPMENT BLOCK GRANT - COMMUNITY ENHANCEMENT APPLICATION RESOLUTION**

WHEREAS, the State of Alabama has made available special need funding, and whereby, Limestone County, Alabama, desires to utilize said special need funds from the Alabama Community Development Block Grant (CDBG) Community Enhancement Program; and,

WHEREAS, the County Commission plans to apply to the State's CDBG Program under these special need provisions for Community Enhancement Grant funds to purchase a property and building to serve as a Senior Center in the previously unserved East Limestone County area. The new Center will provide a permanent base to assist in promoting the health, welfare and quality of life of its citizens aged sixty and over, an activity which would by definition of its target group, predominantly aides the County's low/moderate income residents; and,

WHEREAS, said Application requires professional preparation, and State Planning District 12, TARCOG, has such expertise; and

WHEREAS, both a match and a commitment of project operation and maintenance support are required.

NOW, THEREFORE, BE IT RESOLVED that the Limestone County Commission does  
1) herewith authorizes the filing of said Application. 2) The Commission proposes to use TARCOG to prepare said Application, and administer any resultant grant; 3) In support thereof, the Commission does herewith: (a)

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

pledge cash matching funds in the amount of \$89,500.00, as listed in the attached budget summary; (b) The Commission does further herewith commit and pledge to provide, or have provided, upkeep, maintenance and operation of said CDBG funded facility; and, (4) does herewith authorize the Chairman to sign and file said Application, and to sign any resultant grant agreements, contracts, assurances, and contracts for grant administration pertaining thereunto.

Done this 7<sup>th</sup> day of May, 2012  
The Limestone County Commission

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Stanley Menefee, Chairman

ATEST:

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Pam Ball, County Administrator

### 2012 CDBG-CE Program East Limestone Senior Center Project Application Proposed Budget Project Costs:

Building & land*	\$305,000
ADA Restroom Rehab (two complete rebuilds)	\$ 15,000
Misc. Electrical repairs/upgrades	\$ 2,500
Retrofit one FEMA high-wind safe room 14' X14' to building*	<u>\$ 17,000</u>
	Total \$339,500

#### Project Budget

CDBG Grant	\$250,000.00
County Commission	<u>\$ 89,500.00</u> Match = 35.8% of CDBG Funds
	\$339,500.00

\* Preliminary "fair Market Value" Appraisal estimate

\* see FEMA estimate cost table & proposed specification attached to Application

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:



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Proposal No.	Item	Awarded To	Amount
2467	Network Data & Voice Cabling for Temporary Courthouse	Black Box Network Services	\$5,645.92 Base Price (20 drop locations)  \$216.50 Per additional drop location

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to reject the following bid proposal:

Proposal No.	Item	Awarded To	Amount
2468	Hydraulic Mini-Excavator (District 3)	Reject bid - over budget	

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Steve Turner to employ Stephen Douglas Young as a Deputy, pending drug and alcohol screening and to transfer Charlie McMeans to the Engineering Department as Herbicide Operator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by James W. "Bill" Latimer to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Sonya Anthony	Grant Coordinator	2/06/14
Dennis Wallace	Equipment Operator III	2/06/14

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

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**MOTION** was made by Ben Harrison and seconded by Steve Turner to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
*The Breakers	Major	Preliminary	36	2	Newby Road, west side

\*The developer is requesting a variance from the Subdivision Regulations to allow the use of valley gutters along the streets instead of the standard curb and gutter as required by the regulations.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Gary Daly to designate the following locations to serve as the temporary location of the courts and offices of the courts during the Courthouse renovations: Pursuant to Code of Alabama 11-3-11(a)(1).

- Circuit and District Courts - 503 South Jefferson Street, Athens, AL
- Office of the Circuit Court Clerk - 520 South Jefferson Street, Athens, AL
- Office of the District Attorney - 104 E. Washington Street, Suites A & B, Athens, AL

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Steve Turner and seconded by James W. "Bill" Latimer to approve the following from the Revenue Commissioner's office:

Levy Ad Valorem Tax Millage:

County:	General	7	mills
	Public Building	3.5	mills
	Schools	5.5	mills
	Special School Districts 1 & 3	3	mills
	Amendment 778 – Additional Levy Req.	1.5	mills
	Hospital	3	mills
	Total Mills:	23.5	mills

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by James W. "Bill" Latimer and seconded by Ben Harrison to suspend the Rules of Order to add the following change order to the agenda.

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

**MOTION** was made by Gary Daly and seconded by Ben Harrison to approve the following change orders for the Temporary Courthouse Project:

<b>Change Order No. 1:</b> New handicap ramp for door 136	\$ 4,347.00
<b>Change Order No. 2:</b> Change kynar finish to powder coat finish Deduct	\$ 2,300.00
<b>Change order No. 3:</b> Parking Lot junction boxes	\$ 2,247.90
<b>Change Order No. 4:</b> Repair parapet wall on the backside of roof	\$ 1,725.00
<b>Change Order No. 5:</b> Conduit for AT&T fiber optic lines for court system	<u>\$ 9,592.00</u>
<b>Total amount of change orders:</b>	\$15,611.90

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Stanley Menefee opened the public hearing to solicit public comment concerning the County's Solid Waste Management Plan, as required by the Alabama Solid Wastes & Recyclable Materials Management Act, Code of Alabama 1975, 22-27-47.

The Chairman turned the floor over to Ms. Celeste Lachenmyer, Engineering Service Associates, Inc., to conduct the public hearing. Ms. Lachenmyer stated that the Alabama Solid Wastes & Recyclable Materials Management Act, Code of Alabama 1975, 22-27-47(b) requires local governments to develop Solid Waste Management Plans to forecast the management of solid waste generated within its boundaries over a 10 year period), and additional requirements for revisions to recycling programs under ADEM Rule 335-13-0-.03(5)(a). She explained that any municipality may choose to submit its own solid waste management plan intended for implementation within its city limits and thereby be excluded from its county plan; however, the municipalities in Limestone County did not choose to exclude themselves from the county's plan. Engineering Service Associates, Inc. developed the 2014 Limestone County Solid Waste Management Plan Update, which controls the local host government's ability to grant local approval on matters related to solid waste management within its jurisdiction, and the ability to receive recycling grant funds. The Plan addresses solid waste management aspects such as the generation, collection, transportation and disposal of solid waste, as well as recycling and composting within the jurisdiction. Ms. Lachenmyer announced that public comment would be included in the Solid Waste Plan Update being submitted to ADEM for final approval. The floor was opened for public comment.

No one spoke at the public comment period.

## MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014

Chairman Menefee presented a Resolution for the Limestone County Solid Waste Management Plan, February 2014.

**MOTION** was made by Gary Daly and seconded by Ben Harrison to adopt the following Resolution.

### LIMESTONE COUNTY COMMISSION RESOLUTION

WHEREAS, the Limestone County Commission ("Commission") is required by the Alabama Solid Wastes & Recyclable Materials Management Act (SRMMA), Code of Alabama 1975, 22-27-47, to periodically submit a minimum ten-year Solid Waste Management Plan (SWMP) to address solid waste management within the County; and

WHEREAS, the Limestone County Commission has retained the engineering firm f Engineering Service Associates, Inc. to prepare the required SWMP, and has conducted a public hearing preceded by the required public comment period to solicit input, and has consolidated citizen comments and concerns into the development of the completed plan; and

WHEREAS, the Solid Waste Management Plan must be adopted through a resolution by the County Commission before submission to the Alabama Department of Environmental Management.

NOW, THEREFORE, BE IT RESOLVED that the Limestone County Commission approves and adopts the Limestone County Solid Waste Management Plan, February 2014, and that this Solid Waste Management Plan will serve as the basis for solid waste management within Limestone County from the date of adoption through December 31, 2024, unless amended prior to that date.

Passed and adopted this 3<sup>rd</sup> day of February, 2014.

LIMESTONE COUNTY COMMISSION

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Chairman

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Daly stated that his District 1 Foreman is going on leave beginning Thursday, February 6, 2014 to run for public office.

## **MINUTES, LIMESTONE COUNTY COMMISSION, FEBRUARY 3, 2014**

**MOTION** was made by Gary Daly and seconded by James W. "Bill" Latimer to hire a temporary replacement while District 1 Foreman is on a leave of absence.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; Steve Turner, aye; James W. "Bill" Latimer, aye; and Ben Harrison, aye. Motion carries unanimously.

Recessed at 10:29 a.m. until 10:00 a.m. on Wednesday, February 12, 2014, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.